

## **PROFESSIONAL SERVICES CONTRACT**

**Contract #0000000000000000000017466**

NOW THEREFORE:

This Contract ("this Contract"), entered into by and between Indiana State Department of Health (the "State") and **REAL ALTERNATIVES** (the "Contractor"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

### **1. Duties of Contractor**

The Contractor shall **provide administrative services** as described in **Attachments A and D**, attached hereto, and made a part hereof and incorporated herein by reference as part of this Contract, for the Indiana Pregnancy and Parenting Support Services Program. The primary purpose of the Indiana Pregnancy and Parenting Support Services Program is to provide core services consisting of information, education, and counseling that prefers, encourages, and supports childbirth over abortion, in accordance with Indiana Code 16-34-1-1.

### **2. Consideration**

The Contractor will be paid using the rate(s) set out in **Attachment B** for performing the duties set forth above. Total remuneration under this Contract shall not exceed two million, two-hundred and fifty thousand (\$2,250,000).

### **3. Term**

This contract shall commence on **October 01, 2016** and shall remain in effect through **September 30, 2017**.

### **4. Access to Records**

The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, or until the date of the management letter if an audit is performed, for inspection by the State or its authorized designees.

The parties understand and agree that any documents, papers, and records deliverable under this grant agreement do not include the Real Alternatives Program and Instructional Design (RAPID) System. RAPID includes the following copyrighted, trade secret and proprietary materials and information: all software, documents, forms, checklists, staff training materials, services provider materials, billing systems, and program management tools designed to administer the Indiana Pregnancy and Parenting Support Program, including procedures, reports, and accounting manuals. It is further agreed and understood that the RAPID System materials are specifically not included in the agreement's Scope or Statement of Work. The RAPID system includes copyrighted, trade secret and proprietary information and material which belongs to and shall remain the exclusive property of Real Alternatives.

## **5. Assignment; Successors**

The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

## **6. Assignment of Antitrust Claims**

As part of the consideration for the award of this Contract, the Contractor assigns to the State all right, title, and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

## **7. Audits**

The State considers the Contractor to be a "vendor" for purposes of this Contract. However, if required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), or if requested, annually and following the expiration of this Contract the Contractor shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The Contractor is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract. Audits conducted pursuant to this paragraph must be submitted no later than nine (9) months following the close of the Contractor's fiscal year. The Contractor agrees to provide the Indiana State Board of Accounts and the State an original of all financial and compliance audits. The audit shall be an audit of the actual entity, or distinct portion thereof that is the Contractor, and not of a parent, member, or subsidiary corporation of the Contractor, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State. The audit shall include a statement from the Auditor that the Auditor has reviewed this Contract and that the Contractor is not out of compliance with the financial aspects of this Contract.

## **8. Authority to Bind Contractor**

The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

## **9. Changes in Work**

The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

## 10. Compliance with Laws

- A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.
- B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, et seq., IC §4-2-7, et seq., the regulations promulgated thereunder. If the Contractor has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Contractor shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this contract. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.
- C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.
- D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.
- E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC §5-17-5.
- F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC §5-22-3-7:

1. The Contractor and any principals of the Contractor certify that:
  - (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:
    - (i) IC §24-4.7 [Telephone Solicitation Of Consumers];
    - (ii) IC §24-5-12 [Telephone Solicitations]; or
    - (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines]; in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
  - (B) The Contractor will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.
2. The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,
  - (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
  - (B) will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

## **11. Condition of Payment**

All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

## **12. Confidentiality of State Information.**

The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract, will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

## **13. Continuity of Services - Deleted**

## **14. Debarment and Suspension**

- A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.
- B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.
- C. The undersigned also certifies that it and its principals:
  - 1. have not within a three year-period preceding this certification been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 2. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local); and
  - 3. have not within a three-year period preceding this certification had one or more public transactions (federal, state or local) terminated for cause or default.

## **15. Default by State**

If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute measures to collect monies due up to and including the date of termination.

## **16. Disputes**

- A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not

affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.

- C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within 30 business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within 30 business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.
- D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.
- E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.
- F. This paragraph shall not be construed to abrogate provisions of Ind. Code 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with Ind. Code 4-6-2-11, which requires approval of the Governor and Attorney General.

## **17. Drug-Free Workplace Certification**

As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False

certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

## **18. Employment Eligibility Verification**

As required by IC §22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

- A. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist.

Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

- B. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.
- C. The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- D. The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

## **19. Employment Option - Deleted**

## **20. Force Majeure**

In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

## **21. Funding Cancellation**

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

## **22. Governing Law**

This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

## **23. HIPAA Compliance**

If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

If any final regulation or body of regulations relating to the administrative simplifications provision of the Health Insurance Portability and Accountability Act of 1996 ("Final HIPAA Regulations"), or any amendment or judicial or administrative interpretation of the Final HIPAA regulations prohibits, restricts, limits or materially and adversely affects either party's right or obligations hereunder, the parties shall negotiate, in good faith, reasonable revisions to this Contract. The purpose of the negotiations shall be to revise the Contract so that the affected party can comply and/or act in accordance with such Final HIPAA regulations, or amendment or judicial or administrative interpretation thereof and avoid or mitigate such prohibition, restriction, limitation or material and adverse effect. If the parties fail to agree to such revisions within forty-five (45) days after written notice from the affected party requesting negotiations under this paragraph, this Contract shall terminate. If so terminated, the Contractor shall return or destroy all protected health information received from, created or received by the Contractor on behalf of the State. The Contractor shall retain no copies of such information in any form if feasible. If not feasible, the Contractor bears the responsibility of ensuring that the protected health information is maintained in a secure and confidential manner.

## **24. Indemnification**

The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State shall not provide such indemnification to the Contractor.

## **25. Independent Contractor; Workers' Compensation Insurance**

The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

## **26. Information Technology Enterprise Architecture Requirements**

If the Contractor provides any information technology related products or services to the State, the Contractor shall comply with all IOT standards, policies and guidelines, which are online at <http://iot.in.gov/architecture/>. The Contractor specifically agrees that all hardware, software and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this Contract for default if the Contractor fails to cure a breach of this provision within a reasonable time.

## **27. Insurance**

- A. The Contractor and their subcontractors ( if any) shall secure and keep in force during the term of this Contract the following insurance coverages (if applicable) covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:

1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate liability coverage unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.
2. Automobile liability with minimum liability limits of \$1,000,000 per occurrence and \$2,000,000 aggregate liability coverage. The State is to be named as an additional insured on a primary, non-contributory basis.
3. The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC §22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

B. The Contractor's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.
4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.

C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Contract.

## **28. Key Person(s) - Deleted**

## **29. Licensing Standards**

The Contractor, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the Contractor pursuant to this Contract. The State will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

## **30. Merger & Modification**

This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

## **31. Minority and Women's Business Enterprises Compliance**

Award of this Contract was not based on the Minority and Women's Business Enterprise ("MBE/WBE") participation plan. No certified MBE or WBE subcontractors will be participating in this Contract.

## **32. Nondiscrimination**

Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

The State is a recipient of federal funds, and therefore, where applicable, Contractor and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

## **33. Notice to Parties**

Whenever any notice, statement or other communication is required under this Contract, it shall be sent by first class mail or via an established courier / delivery service to the following addresses, unless otherwise specifically advised.

Notices to the State shall be sent to:

Indiana State Department of Health  
ATTN: Contract and Audit Section  
2 North Meridian Street, Section 2-C  
Indianapolis, IN 46204

Notices to the Contractor shall be sent to:

**Kevin Bagatta**  
**Real Alternatives**  
**7810 Allentown Blvd Ste 304**  
**Harrisburg, PA 17112**

As required by IC §4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.

### **34. Order of Precedence; Incorporation by Reference**

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract, (2) attachments prepared by the State, (3) Contractor's Work Plan, attachments prepared by the Contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

### **35. Ownership of Documents and Materials - Deleted**

### **36. Payments**

- A. All payments shall be made terms of net zero in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC §4-13-2-20.
- B. The State Budget Agency and the Contractor acknowledge that Contractor is being paid in advance for the maintenance of equipment and / or software. Pursuant to IC §4-13-2-20(b)(14), Contractor agrees that if it fails to perform the maintenance required under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.
- C. All accounts will be closed sixty (60) days after the end of the Contract period. Any invoice submitted after sixty (60) days will not be reimbursed by the State.

## **37. Penalties/Interest/Attorney's Fees.**

The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC §5-17-5, IC §34-54-8, IC §34-13-1 and IC § 34-52-2-3.

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

## **38. Progress Reports**

- A. The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.
- B. The failure to provide progress reports as requested by the State is considered a material breach of the Contract and shall entitle the State to impose sanctions against the Contractor. Sanctions may include, but are not limited to, suspension of all Contract payments, and/or suspension of the Contractor's participation in State contract programs until such time as all material breaches are cured to the State's satisfaction. Sanctions may also include repayment of all State funds expended for activities that are not in the scope of this project as set forth in Attachments A and D of this Contract.

## **39. Public Record**

The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and will post this Contract on its website as required by Executive Order 05-07. Use by the public of the information contained in this Contract shall not be considered an act of the State.

## **40. Renewal Option**

This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC §5-22-17-4. The term of the renewed contract may not be longer than the term of the original contract.

## **41. Severability**

The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

## **42. Substantial Performance**

This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

## **43. Taxes**

The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

## **44. Termination for Convenience**

This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to the Indiana Department of Administration and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that the Indiana Department of Administration shall be deemed to be a party to this agreement with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

## **45. Termination for Default**

- A. With the provision of thirty (30) days' notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:
  1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
  2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
  3. Make progress so as to endanger performance of this Contract; or
  4. Perform any of the other provisions of this Contract.
- B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
- C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to

protect the State against loss because of outstanding liens or claims of former lien holders.

- D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

## **46. Travel**

No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions. Expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the State and in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-state travel requests, not including travel to Michigan or Pennsylvania, must be reviewed by the State for availability of funds and for appropriateness per Circular guidelines.

## **47. Indiana Veteran's Business Enterprise Compliance**

Award of this Contract was not based on the Indiana Veteran's Business Enterprise ("IVBE") participation plan. No IVBE subcontractors will be participating in this Contract.

## **48. Waiver of Rights**

No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract.

## **49. Work Standards**

The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

## **50. Amendments**

No alteration or variation of the terms of this Grant Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. Any alterations or amendments, except a change between budget categories which requires the prior written consent of a duly authorized representative of the State, shall be subject to the contract approval procedure of the State.

## **51. Federal and State Third-Party Contract Provisions**

If part of this Contract involves the payment of federal funds, the Contractor and, if applicable, its contractors, shall comply with the federal grant / contract provisions attached as Attachment C and incorporated fully herein.

## **52. Remedies Not Impaired**

No delay or omission of either party in exercising any right or remedy available under this Grant Agreement shall impair any such right or remedy, or constitute a waiver of any default, or any acquiescence thereto.

## **53. State Boilerplate Affirmation Clause**

I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's Boilerplate contract clauses (as contained in the 2015 OAG/ IDOA Professional Services Contract Manual) in any way except for the following clauses which are named below:

Access to Records  
Audits  
Consideration  
Continuity of Services - Deleted  
Debarment and Suspension  
Employment Option - Deleted  
HIPAA Compliance  
Indiana Veteran's Business Enterprise Compliance  
Insurance  
Key Persons - Deleted  
Minority and Women's Business Enterprise Compliance  
Order of Precedence; Incorporation by Reference  
Ownership of Documents and Materials - Deleted  
Payments  
Progress Reports  
Travel

**THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK**

### Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC 4-2-6-10.5.

### Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

[https://hr85.gmis.in.gov/psp/pa91prd/EMPLOYEE/EMPL/h/?tab=PAPP\\_GUEST](https://hr85.gmis.in.gov/psp/pa91prd/EMPLOYEE/EMPL/h/?tab=PAPP_GUEST)

**In Witness Whereof**, Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

REAL ALTERNATIVES

Indiana State Department of Health

By:

By:

Title:

Title: Interim Chief Financial Officer

Date:

Date: 02/23/2017

<p>Approved by: Department of Administration</p> <p>By: (for) Jessica Robertson, Commissioner <i>This document will be reviewed and approved electronically. Please refer to the final page of the Executed Contract for details.</i></p>	
<p>Approved by: State Budget Agency</p> <p>By: (for) Brian E. Bailey, Director <i>This document will be reviewed and approved electronically. Please refer to the final page of the Executed Contract for details.</i></p>	<p>Approved as to Form and Legality: Office of the Attorney General</p> <p>By: (for) Gregory F. Zoeller, Attorney General <i>This document will be reviewed and approved electronically. Please refer to the final page of the Executed Contract for details.</i></p>

**ATTACHMENT A**  
**Scope of Work**  
**Indiana Pregnancy and Parenting Support Services Program**

*Program Background*

This program brings resources to the existing pregnancy centers, adoption agencies, maternity homes, and social service agencies in Indiana so more women can be served which aligns with Indiana Code 16-34-1-1 to promote childbirth rather than abortion.

The primary purpose of the program is to provide core services consisting of information, sharing education, and counseling that promotes childbirth and assists pregnant women in their decision regarding adoption or parenting. The program also provides support services, including client self-administered pregnancy test kits, baby food, maternity and baby clothing and baby furniture, and referrals for other services for the needs of the women and newborns. The information and education provided under support services includes topics regarding infant care, adoption, or parenting.

*Program Deliverables*

1. Contractor shall determine eligible service providers by:
  - a. Analyzing and inspecting the service providers' operations to assess their qualifications for providing core pregnancy and parenting support services.
  - b. Evaluating service providers' corporate structure and documentation.
  - c. Evaluating service providers' operational policies and procedures.
  - d. Evaluating service providers' staff training.
  - e. Evaluating service providers' client education materials and programs.
  - f. Performing on-site inspection of all areas utilized for client services.
2. Enable pregnant women in Indiana to maintain pregnancy and achieve positive healthy pregnancy outcomes through provision of pregnancy support services and referrals to care.
  - a. Provide compassionate and caring services free of charge through approved life-affirming pregnancy support centers, social service agencies, maternity homes and adoption agencies.
  - b. Evaluate a client's needs by a counselor during counseling sessions.
  - c. Provide pregnancy and parenting support services utilizing trained crisis intervention counselors.
  - d. Provide referrals to other available community services to support pregnant woman who are experiencing unplanned/crisis pregnancies, including referrals for prenatal and pediatric care, medical care, social services, and other support services as required and available.
  - e. Ensure client feedback is obtained to assure client support during crisis and counseling interventions.
3. Provide parenting support services to assist new Indiana mothers in establishing positive parenting practices by:

- a. Providing counseling and parenting education and referrals to pediatric care, social services, child care, financial support, housing, education for improving skills or obtaining a GED, job service and vocational training programs; and/or
  - b. Providing parenting support utilizing trained counselors.
4. Support women in Indiana who thought they were experiencing an unplanned/crisis pregnancy, but who are found to be not pregnant by:
  - a. Providing information on the risks of sexually transmitted diseases, relationship counseling, decision-making counseling, chastity information, teen pregnancy prevention programs, and other counseling to modify risk-taking behavior; and/or
  - b. Providing services to women in this category utilizing trained counselors.
5. Serve at least 14,000 women and parents of infants at approximately 34,000 visits.
6. Require Service Providers to establish and maintain referral lists to life-affirming Indiana public and nonprofit organizations providing care to mothers and infants to ensure ongoing care and services. Each Service Provider:
  - a. Must have the appropriate referral resources to serve clients with essential and beneficial referrals including:
    - i. Referrals for prenatal and pediatric care.
    - ii. Referrals for medical care.
    - iii. Referrals for social services organizations and support services such as:
      - i. WIC or other nutrition programs; local health department; adoption agencies; child care; financial support; housing; education for improving skills or obtaining a GED; job service and vocational training programs; or transportation services as needed.
  - b. Shall be responsible to ensure that referral sources are pro-life and continue to be pro-life.
  - c. Shall be responsible to evaluate referral organizations to ensure they comply with client service needs.
  - d. Shall maintain information concerning referral resources will be obtained at each site monitoring.
7. Contractor shall ensure that each Service Provider will:
  - a. Be a nonprofit organization with 501(c)3 tax exempt status.
  - b. Operate an alternatives to abortion program that has a stated policy of actively promoting childbirth instead of abortion.
  - c. Maintain a pro-life mission and agree not to promote, refer, or counsel abortion as an option to a crisis or unplanned pregnancy.
  - d. Be physically and financially separate from any entity that advocates, performs, counsels, or refers for abortion.
  - e. Prohibit funding for pregnancy and parenting support services under this contract for the provision, referral, or advocacy of contraceptive services, drugs, or devices.
  - f. Provide core services consisting of information and counseling that promotes childbirth instead of abortion, and assists pregnant women in their decision regarding adoption or parenting.

- g. Be nondiscriminatory.
- h. Not promote the teaching or philosophy of any religion or religious organization while providing program services to the client.
- i. Have been in operation a minimum of one year providing core services to women in a crisis pregnancy.
- j. Provide abstinence education as the best and only method of avoiding unplanned pregnancies and sexually transmitted infections.
- k. Serve all eligible clients, including those with Limited English Proficiency
- l. Annually verify that all staff and volunteers have current Indiana State Police and Child Abuse background check clearances.
- m. Maintain client confidentiality.
- n. Submit their counselor training materials, and policies and procedures manual for review.
- o. Not charge a fee for services to eligible clients.
- p. Provide handicapped accessible services.

8. Contractor shall ensure Service Provider compliance with program policies and objectives, including:

- a. Initial and annual site monitoring of Service Provider sites performed as described in the program description entitled: Indiana Pregnancy and Parenting Support Services Program, Fiscal Year 2016/2017.
- b. Accurate record-keeping of client eligibility.
- c. Accurate submission of billing forms.
- d. Assurance that all services are provided in a respectful and non-judgmental manner.
  - i. Ensure all services are provided to eligible clients with limited English, hearing or visual capabilities
  - ii. Ensure all services are provided with appropriate cultural sensitivities
- e. Financial accountability through program site monitoring.
- f. Ongoing quality assurance measures performed as described in the program description entitled: Indiana Pregnancy and Parenting Support Services Program, Fiscal Year 2016/2017.

9. Contractor shall ensure compliance with program reporting requirements. Service providers shall submit Quarterly Reports to Contractor no later than 30 days after the end of each calendar quarter which will, at a minimum, provide a total accounting of the following activities of the Service Providers:

- a. Monitoring activities completed;
- b. Monitoring Report findings for each site monitored and subsequent corrective actions taken;
- c. Technical assistance provided;
- d. Follow-up on site monitoring findings for Service Providers;
- e. Direct service activities such as information/services provided or referrals made;
- f. Significant Project(s) Status Report(s) including a brief narrative of projects described in the Work Plan, and any other significant projects or activities;
- g. The number of pregnant women, non-pregnant women and parenting women served (separate reports for each of these three client types), by their county of residence, and their age reported by the following age groups:
  - 1. Less than 16 years old;

2. 16 years old through 20 years old;
3. 21 years old through 25 years old;
4. 26 years old through 30 years old;
5. 31 years old through 35 years old;
6. 36 years old through 40 years old;
7. 41 years old through 45 years old;
8. 46 years old and older.

- h. The number of pregnant women, non-pregnant women and parenting women served (separate reports for each of these three client types), by race, by county, and by age (White, African American, Native American, Asian, multi-racial, unknown/not declared)
- i. The number of pregnant women, non-pregnant women and parenting women served (separate reports for each of these three client types), by ethnicity, by county, and by age.
- j. The number of visits by pregnant women, non-pregnant women and parenting women (separate reports for each of these three client types), by county, by age.
  1. Hotline calls from Indiana and number of subsequent referrals to Service Providers
  2. Public information activities in Indiana
- k. Report number of Service Provider referrals by type:
  1. Prenatal care providers
  2. Pediatric care providers
- l. Report of client outcomes
  1. Number of clients indicating they are choosing childbirth
  2. Number of clients who visited or are planning to visit a health care provider for prenatal care.
  3. Number of clients who have taken their child to a pediatric appointment.
  4. Number of clients with infants up to date in immunizations.
  5. Number of clients who felt supported at the end of their counseling session.
- m. Compile and submit one Summary Quarterly Outcomes Report with the following data for each program/service funded through this Contract:
  1. Compile the total number of individuals served each quarter.
    - i. The breakdown must include:
      1. the total number of individuals served per county
      2. program component (TANF Purpose)
      3. by month
      4. per quarter
  2. Examples of each program components might include: Counseling, prevention of out of wedlock pregnancies, Job Retention classes, Moving Up, etc., as noted in the Statement of Work.

10. Contractor shall ensure compliance with requirements for financial reporting. Contractor must submit a monthly invoice by the 20th of the month following the previous month's services. The minimum requirements for financial reporting are:

- a. Maintain all records of grant expenditures and provide those records for inspection upon request of the State and/or federal agencies.
- b. Be subject to random audits which shall be conducted by the Indiana Family and Social Services Administration, Division of Family Resources or its designee.

#### Additional Conditions

Contractor shall abide by the following additional conditions:

1. Comply with OMB Circular A-122 for non-profit organizations.
2. Take appropriate measures to maintain client confidentiality and protect personal health information in accordance with applicable federal and state laws.
3. Notify the state in writing of any changes to program location and services.
4. Acceptance of any services offered under this grant agreement shall be voluntary on the part of the individual to whom such services are offered and that acceptance of any services shall not be a prerequisite to eligibility for the receipt of any other services under the Grant Agreement.
5. Keep personnel time on all staff being paid partially or totally with grant funds and/or program income for auditing purposes.
6. Require that any changes in the budget shall be requested in writing to and approved by a duly authorized representative of the state, prior to implementation.
7. All income generated by grant funds shall be subject to the same requirements as the basic grant monies.
8. Adopt and enforce a no smoking policy in project facilities at all times and all project facilities will be compliant the Americans with Disabilities Act (ADA).
9. Administrative expenditures shall not exceed 10% of the total expenditures paid during the month.
10. Contractor may not assess any fee or administrative cost for reimbursement of providers pursuant to this Contract.

**Attachment B: Budget**  
**Real Alternatives, Inc.**  
**Indiana Pregnancy & Support Services Program**  
**October 1, 2016 - September 30, 2017**

<b>Expense Type</b>	<b>Budget Category</b>	<b>Expense Detail</b>	<b>Cost</b>
Administrative	Salary	President & CEO	\$ 55,000.00
Administrative	Salary	VP of Administration	\$ 20,000.00
Administrative	Salary	Senior Accountant	\$ 6,000.00
Administrative	Salary	Bookkeeper	\$ 2,000.00
Services	Salary	VP of Operations	\$ 40,000.00
Services	Salary	Indiana Services Director	\$ 40,000.00
Services	Salary	Services Coordinator	\$ 10,000.00
Services	Salary	Services Assistance	\$ 7,500.00
Services	Salary	Billing Coordinator	\$ 5,000.00
Services	Salary	Service Provider Approval	\$ 2,000.00
Services	Salary	Service Provider Monitoring	\$ 3,000.00
Services	Salary	Hotline Counselor	\$ 2,000.00
		<b><i>Subtotal</i></b>	<b>\$ 192,500.00</b>
Administrative	Fringe	Employee Group Ins	\$ 14,000.00
Administrative	Fringe	Payroll Taxes	\$ 5,000.00
Administrative	Fringe	Pension	\$ 2,500.00
Administrative	Fringe	Workers' Comp	\$ 500.00
Services	Fringe	Employee Group Ins	\$ 10,000.00
Services	Fringe	Payroll Taxes	\$ 9,000.00
Services	Fringe	Pension	\$ 2,000.00
Services	Fringe	Workers' Comp	\$ 500.00
		<b><i>Subtotal</i></b>	<b>\$ 43,500.00</b>
Administrative	Travel	Travel	\$ 500.00
Services	Travel	Travel	\$ 10,000.00
		<b><i>Subtotal</i></b>	<b>\$ 10,500.00</b>
Administrative	Supplies	Office Supply Expense	\$ 31,000.00
Administrative	Supplies	Computer Resources	\$ 15,000.00
Services	Supplies	Client Education Materials	\$ 20,000.00
		<b><i>Subtotal</i></b>	<b>\$ 66,000.00</b>

Administrative	Contracts	Accounting/IT/Legal consulting	\$ 10,000.00
Administrative	Contracts	Auditing	\$ 4,000.00
Services	Contracts	Client Services	\$ 1,809,500.00
Services	Contracts	Services Database Consulting	\$ 15,000.00
		<b>Subtotal</b>	<b>\$ 1,838,500.00</b>

Administrative	Equipment	Equipment Service Contracts	\$ 750.00
Services	Equipment	Pregnancy Test Kits	\$ 5,000.00
		<b>Subtotal</b>	<b>\$ 5,750.00</b>

Administrative	Other	Professional Development	\$ 2,000.00
Administrative	Other	Job advertising	\$ 500.00
Administrative	Other	New employee screening	\$ 250.00
Administrative	Other	Postage/Shipping	\$ 10,000.00
Administrative	Other	Rent	\$ 40,000.00
Administrative	Other	Telephone Service	\$ 3,500.00
Administrative	Other	General Business Liability Ins	\$ 1,000.00
Administrative	Other	Insurance - Directors & Officers	\$ 1,500.00
Services	Other	Meetings, Seminars, Conferences	\$ 7,000.00
Services	Other	Contract Closeout Cost	\$ 25,000.00
Services	Other	Hotline Referral System	\$ 2,500.00
		<b>Subtotal</b>	<b>\$ 93,250.00</b>

<b>Administrative</b>	<b>\$ 225,000.00</b>
<b>Services</b>	<b>\$ 2,025,000.00</b>
<b>Total</b>	<b>\$ 2,250,000.00</b>

Expenditures for each budget category may tolerate variance from the budgeted amount by up to 10% of the TOTAL budget amount before a budget amendment is required. This variance does not indicate that grantee may spend more than its total budget (funds available) or have expenditures that are not allowable under the agreement.

## **Attachment C: Federal Funding**

Federal Agency: Department of Health and Human Services

CFDA Number: 93.558

Award Name: Temporary Assistance for Needy Families (TANF)

### **1) Incorporation**

This award is based on the application, as approved, the Indiana State Department of Health (ISDH) submitted to the Department of Health and Human Services relating to the program and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a) The grant program legislation and program regulation by statutory authority as provided for this program and all other referenced codes and regulations.
- b) 2 CFR Subtitle A, Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c) The HHS Grants Policy Statement, including addenda in effect as of the beginning date of the budget period. (Parts I through III of the HHS GPS are currently available at <http://www.hrsa.gov/grants/hsgsgrantspolicy.pdf>.)

The Contractor or Grantee (as defined in the Contract or Grant Agreement) must comply with all terms and conditions outlined in the grant award, including grant policy terms and conditions contained in applicable Grant Policy Statements; requirements imposed by program statutes and regulations and grant administration regulations, as applicable; and any regulations or limitations in any applicable appropriations acts.

### **2) Anti-kickback Statute**

The Contractor or Grantee is subject to the anti-kickback statute and should be cognizant of the risk of criminal and administrative liability under this statute, 42 U.S.C. § 1320a-7b(b).

### **3) Victims of Trafficking and Violence Protection Act**

The Contractor or Grantee is subject to the requirements of Section 106(g) of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 U.S.C. § 7104).

### **4) Accessibility of Services**

Services must not discriminate on the basis of age, disability, sex, race, color, national origin or religion. Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), and any provisions required by the implementing regulations of the Federal Agency providing the funds. Resources are available at <http://www.justice.gov/crt/about/cor/coord/titlevi.php>.

Executive Order 13166 requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency have meaningful access to services. Resources are available at <http://www.lep.gov/13166/eo13166.html>.

## **5) Federal Information Security Management Act (FISMA)**

The Contractor or Grantee must protect all information systems, electronic or hard copy which contains federal data from unauthorized access. Congress and the Office of Management and Budget (OMB) have instituted laws, policies, and directives that govern the creation and implementation of federal information security practices that pertain specifically to grants and contracts. Resources are available at <http://csrc.nist.gov/groups/SMA/fisma/index.html>.

## **6) Registration Requirements**

The Contractor or Grantee must register in the System for Award Management (SAM) and maintain the registration with current information. Additional information about registration procedures may be found at [www.sam.gov](http://www.sam.gov). The entity must maintain the accuracy and currency of its information in SAM at all times during which the entity has an active award unless the entity is exempt from this requirement under 2 CFR Subtitle A, Chapter II, Part 200. Additionally, the entity must review and update the information at least annually after the initial registration.

## **7) Non-Delinquency on Federal Debt**

Contractor or Grantee is subject to the Federal Debt Collection Procedures Act of 1990, 28 U.S.C. § 3201(e), which imposes restrictions on the transfer of federal funds to persons or entities owing a debt to the United States.

## **8) Federal Funds Disclosure Requirements**

Any of the entity's statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs supported in whole or in part by federal funds must state a) the percentage of the total costs of the program or project with federal financing; b) the amount of federal funds for the project or program; and c) the percentage and dollar amount of the total costs of the project or program financed by nongovernmental sources. "Nongovernmental sources" means sources other than state and local governments and federally recognized Indian tribes.

Publications, journal articles, etc. produced under a grant support project must bear an acknowledgment and disclaimer, as appropriate, for example:

*This publication (journal article, etc.) was supported by the Temporary Assistance for Needy Families (TANF) from Department of Health and Human Services. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department of Health and Human Services.*

## **9) Equipment and Products**

To the greatest extent practicable, all equipment and products purchased with federal funds should be American-made. 2 CFR Subtitle A, Chapter II, Part 200.33 and 200.313 defines equipment as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal

entity for financial statement purposes, or \$5,000. See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.

The grantee may use its own property management standards and procedures provided it observes provisions of the relevant sections in the Office of Management and Budget (OMB) 2 CFR Subtitle A, Chapter II, Part 200.500-520.

## **10) Federal Funding Accountability and Transparency Act (FFATA)**

In order for ISDH to comply with federal reporting requirements, Contractor or Grantee must complete, in its entirety, the attached form, titled Transparency Reporting Subawardee Questionnaire. If the pre-populated information in the form regarding Contractor or Grantee is incorrect, Contractor or Grantee should strike the incorrect information and enter the correct information. ISDH will not execute this agreement until Contractor or Grantee completes the form in its entirety.

## **11) Federal Lobbying Requirements**

- a) The Contractor certifies that to the best of its knowledge and belief that no federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, contract, loan, or cooperative agreement, the Contractor shall complete and submit "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c) The Contractor shall require that the language of subparagraphs A) and B) be included in the language of all subcontracts and that all subcontractors shall certify and disclose accordingly.

For more information, please contact the ISDH Division of Finance.

**ATTACHMENT D**  
**INDIANA PREGNANCY AND PARENTING SUPPORT SERVICES PROGRAM**  
**October 2016 – September 2017**  
**Program Description and Work Plan**

## **INTRODUCTION**

Real Alternatives is a national, private, tax-exempt, non-profit corporation pursuant to Section 501(c) (3) of the Internal Revenue Code. The government funding received by Real Alternatives from the State of Indiana enables Real Alternatives to provide free, caring, confidential and comprehensive pregnancy support, parenting and adoption education services that encourage a decision of childbirth instead of abortion, to women and their families who are experiencing unexpected pregnancies. These services are directly provided through a network of vendor service providers comprised of social service agencies, pregnancy support centers, maternity homes and adoption agencies. Real Alternatives analyzes and inspects the service providers' operations to assess their qualifications for providing core pregnancy and parenting support services. This includes evaluating their corporate structure and documentation, operational policies and procedures, staff training, client education materials and programs, as well as on-site inspection of all areas utilized for client services.

The primary purpose of the program is to provide core services consisting of information, education, and counseling that promotes childbirth instead of abortion and assists pregnant women in their decision regarding adoption or parenting. The program also provides support services including client self-administered pregnancy test kits, baby food, maternity and baby clothing and baby furniture, information and education, and referrals for other services for the needs of the women and newborn. The information and education provided under support services includes topics regarding infant care, adoption, or parenting.

## **PROGRAM WORK PLAN**

Real Alternatives, through a network of pro-life pregnancy support centers, maternity homes, adoption agencies, and social service agencies (vendor service providers), plans to reach out to each woman, no matter what her background or circumstances, and without fee, during pregnancy and through 12 months after birth. Compassionate, trained counselors will assess each woman's situation and assist her in developing a positive life-affirming approach to her pregnancy. Assistance during and after the parenting and adoption decision involves counseling, education, material assistance, and referrals. The outcome goals of this pregnancy and parenting support program will be that women facing crisis/unexpected pregnancies in the state of Indiana will be aware of this comprehensive program, they will receive support, will have improved parenting skills, and will receive adoption education. This program in turn will have a lowering impact on the Indiana Abortion Choice Percentage (see exhibit 1 in the appendices), and be a factor in reducing medical costs, improving women's health, and obtaining overall long-term savings for the taxpayers of Indiana.

### **Service Provider Selection Process**

The minimum criteria required for potential vendor service providers is that they:

- are a 501(c) 3 tax exempt organization
- operate an alternative to abortion program that has a stated policy of actively promoting childbirth instead of abortion
- maintain a pro-life mission and agree not to promote abortions, refer women for abortions, or counsel women to have an abortion as an option to a crisis pregnancy
- be physically and financially separate from any entity that advocates for abortion, performs abortions, counsels women to have abortions, or refers women for abortion
- provide core services consisting of information and counseling that promotes childbirth instead of abortion and assists pregnant women in their decision regarding adoption or parenting
- understand that the funding for alternative to abortion services under this program does not include funding for the provision, referral, or advocacy of contraceptive services, drugs, or devices
- are nondiscriminatory
- agree not to promote religion during government-funded contract services
- have been in operation a minimum of one year providing core alternative to abortion crisis intervention services to women in a crisis/unexpected pregnancy
- serve low-income clients
- do not charge a fee for program services to eligible clients
- provide a physical site that is handicapped accessible, or that they have the capability to make special provisions to provide program services to persons with disabilities.

Based upon their response to the minimum requirements evaluation, a potential vendor service provider is required to submit a binder of backup documents for review by Real Alternatives. Such documents include at a minimum:

- proof of IRC 501 (c) 3 tax-exempt status with federal tax number
- a copy of the Corporate Articles of Incorporation and Amendments filed with the Secretary of State
- a copy of the Bylaws of the Corporation
- policy and procedures manual that include a confidentiality policy
- board of directors or equivalent governing body
- counseling training materials
- proof of general liability insurance for sites where services are rendered, as well as automobile and workers compensation insurance.

All material will be reviewed and if the program criteria are met, a visual inspection of the site is arranged and observed. Upon completion of the visual site inspection, a written evaluation is completed along with the Evaluator's recommendation. The Vice President of Operations then reviews all documents and makes a recommendation to the President & CEO. If the President & CEO approves the potential vendor service provider, then ISDH will be informed. An agreement will be offered to the new potential vendor service provider.

Real Alternatives will continue to have contracts with at least 20 pro-life vendor service provider sites located throughout Indiana to serve women in need.

## **Service Provider Training and Monitoring**

Upon successful completion of the approval process, the vendor service provider's personnel and volunteers are trained on program compliance. Real Alternatives will accelerate the training through the use of the Real Alternatives Program and Instructional Design (RAPID) Training Process. Vendor service providers are retrained every year on program requirements and compliance. In addition to annual training, each vendor service provider receives on-site and/or remote monitoring for program compliance annually. Monitoring reports on the vendor service provider's physical site, program compliance, and corporate changes will be prepared by Real Alternatives' staff, annotating deficiencies and corrective actions taken.

Quality assurance of services is accomplished by Real Alternatives in multiple ways:

1. initially by the vendor service provider screening process and approval process, then
2. by the training process accomplished by Real Alternatives at counselor training, then
3. by having each counselor sign a certification statement of understanding of important program rules before the forms submitted by them are reimbursed in the system, and
4. finally by monitoring each vendor service provider for programming contract compliance once a year.

Those vendor service providers with multiple sites will have two or more site monitorings performed by the Real Alternatives.

## **Service Provider Reimbursement Method**

In the area of vendor service provider reimbursement, service providers are reimbursed as vendors for the core and support services rendered to women on a "fee-for-service" type of arrangement. The minimum rates for reimbursement are \$1.09 per minute for counseling time and referral time; \$21.80 per class per client; \$10.90 per client self-administered pregnancy test kit, \$10.90 per food, clothing, and/or furniture pantry visits not to exceed four visits per pantry type; and, \$5.45 per online client data collection form. Real Alternatives may not retain any portion of the service reimbursement as an administrative cost or fee. This performance driven reimbursement system rewards vendor service providers who take their program reimbursement and reinvest in their services by opening more centers and hiring more counselors to serve more women in need.

This approach results in the Indiana Pregnancy and Parenting Support Services Program maximizing focus and performance for the prime contractors and vendor service providers.

One confidential form is required for the billing system. The client fills out the form containing personal and demographic information and signs it to confirm a person was served that day of service. The form the client fills out allows each client to have the ability to register a complaint or comment at each visit throughout the state using the same method that has been successfully used in the Pennsylvania program for 19 years.

Each form will have a telephone number that clients can call to register a complaint about any services provided to them at the vendor service provider level to Real Alternatives. Complaint calls are followed up by Executive Staff.

Real Alternatives will use the RAPID Online Data Collection, Billing, and Reporting Systems software to receive monthly billing from the service providers; process the demographic, billing, and performance data; and submit the services bill to the ISDH for reimbursement along with administrative and outreach costs. Once reimbursement occurs from ISDH then Real Alternatives will reimburse the vendor service providers.

### **Charitable Choice Act – Faith-Based Organization Policy**

Real Alternatives will implement the present RAPID faith-based policy currently being used in Pennsylvania, Michigan, and Indiana. A faith-based service provider that includes among its activities worship, religious instruction, proselytization or other inherently religious programs cannot be funded for those activities under the Indiana Pregnancy and Parenting Support Services Program. Reimbursement is prohibited for worship services, bible study, prayer meetings, prayer with a client during the program visit, or any form of proselytization.

If a vendor service provider does engage in such activities with a client in the pregnancy and parenting support program, those activities must occur separately, in time or location, from services provided pursuant to the contract with Real Alternatives. By the way of example of what may constitute separateness in place, if a vendor service provider occupies a building with a single entrance and provides counseling in one of its rooms, it may, with a signed request from a client, immediately after program counseling, engage in spiritual or religious activity with the client in a separate room in the building, with a different spiritual or religious counselor – a person other than the one who provided service under the contract.

An example of separation in time would permit a different spiritual counselor to meet with a client, if the client signs a request, after the counselor providing client services under the Indiana Pregnancy and Parenting Support Services Program, leaves the room.

Participation in religious/spiritual activities by a client must be voluntary, and the client must understand that refusal to participate in religious activities will not disqualify her from receiving services under the program. An approved request form must be provided to the client before any such religious activity occurs to assure that voluntary, informed consent is provided by the client.

A vendor service provider under the contract may retain religious terms in its organization name, select its board members on a religious basis and include religious references in its organization's mission statements and other governing documents. It cannot, however, include any religious activity or program with client services and must certify to Real Alternatives that it complies with its contract requirements.

### **Program Administration Services**

Real Alternatives will provide the following program coordination services: seek out, approve and sign contracts with qualified vendor service providers to deliver core

services to clients; train approved vendor service providers in program requirements; ensure that only program trained and approved counselors submit for reimbursement under the program; conduct annual on-site and remote monitoring of the vendor service providers using to ensure subcontract and program compliance; conduct annual education material purchase for clients; conduct annual professional education conference for program counselors; conduct statewide program advertising; provide to ISDH monthly financial reports of expenses and reimbursement requests for the next quarter's services; provide quarterly reports of statewide vendor service provider performance to ISDH including clients served and total visits by age and by county, as well as hotline referrals and patches by age and by county.

### **ASSUMPTIONS**

This work plan is based on the assumption that ISDH will continue to promptly reimburse Real Alternatives monthly for program services expenses that have occurred.